

**NOTICE OF
REQUEST FOR PROPOSAL
BANKING SERVICES**

**REQUESTED BY THE
YUMA COUNTY TREASURER**

**PROPOSALS ARE DUE APRIL 6, 2015
AT 9:00 AM, MST**

Notice is hereby given that sealed competitive proposals, to provide the specified materials/services, will be received by the Board of Supervisors at the specified location, until the time and date cited. Proposals will be publicly opened in the Board of Supervisors Office and will **not** be read aloud. Any Proposals received later than the date and time specified above will be returned unopened.

Copies of the Request for Proposals are available on request, at no charge, by contacting the Board of Supervisors at: Phone (928)373-1010, Fax (928)373-1120, or e-mail desarae.doten@yumacountyaz.gov. The RFP is also available on the Yuma County web site at www.yumacountyaz.gov; the link will be on the left side.

The Board of Supervisors reserves the right to accept or reject any proposal or any part thereof; to defer action on the proposals; to reject all proposals; to waive any informalities in solicitation procedures. Deviations from the proposal specifications may be considered at the option of the Board of Supervisors.

Proposals shall be received at: Yuma County Board of Supervisors, 198 S. Main Street, Yuma, Arizona 85364, until the time and date cited above. Proposals must be in the actual possession of the Board of Supervisors at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall be returned unopened. Electronic format proposals will not be accepted unless specifically required in the Request for Proposals.

COUNTY OF YUMA
BOARD OF SUPERVISORS
Request for Proposal
Servicing Bank
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198 S. Main Street
Yuma, Arizona 85364
Phone (928)373-1010
Fax (928)373-1120
www.yumacountyaz.gov

TO THE COUNTY OF YUMA:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F.E.T.

For Clarification of this offer contact:

Arizona Transaction (Sales) Privilege Tax
License Number

Name (Print or Type)

Federal Employer Identification Number

Title

Company Name

Phone

Fax

Mailing Address

e-mail

City State Zip

PROPOSAL AUTHORIZATION

Signature

**THIS PAGE MUST BE SUBMITTED WITH
THE PROPOSAL**

Print Name and Title

PART ONE

1.0 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement

PART TWO

GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 **County:** Yuma County, Arizona
- 1.2 **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Yuma County
- 1.3 **Contract:** The legal agreement executed between Yuma County, Arizona, and the Contractor.
- 1.4 **May:** Indicates something that is not mandatory but permissible
- 1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 **Will:** Indicates an expression of intent, but is not binding
- 1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offers to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

- 2.1 **Form; No Facsimile or Telegraphic Offers:**
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 **Typed or Ink; Corrections:**
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 **Bid/Proposal Form; Original Signatures:**
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 **Exceptions to Terms and Conditions:**
A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

3.0 Inquiries:

All inquiries related to this solicitation shall be directed to the Board of Supervisors unless otherwise stated in the solicitation.

3.1 Submission of Inquiries:

The Board of Supervisors or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.2 Timeliness:
The Board of Supervisors shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.3 No Right to Rely on Verbal Responses:
Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

4.0 Submission of Offer:
Bids/offers should be fully completed and in a sealed envelope/package **BEFORE** delivery to the Board of Supervisors. The Board of Supervisors will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids/proposals shall be received at:

Yuma County Board of Supervisors
198 S. Main Street
Yuma, Arizona 85364

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Board of Supervisors at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

4.1 Sealed Envelope or Package:
Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

RFP for Banking Services

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

4.2 Addenda:
Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

4.3 Late Bids/Offers:
A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

4.3.1 The Official Time Clock is located in office of the Board of Supervisors. All times referred to in this solicitation are determined by this clock.

4.4 Bid/Offer Amendment or Withdrawal:
A bid/offer may not be amended or withdrawn after the offer due date and time.

4.5 Public Record:
Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

5.0 Offer Acceptance Period:
In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.

6.0 Taxes:
The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

7.0 Cost of Bid/Offer Preparation:
The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

8.0 Certifications, Disclosure, and Disqualification:

8.1 Legal Arizona Workers Act Compliance:

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

The Contractor or subcontractor's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Yuma County. Yuma County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with Yuma County's inspections.

8.2 Certification of No Scrutinized Business Operations:

Pursuant to A.R.S. § 35-397, Contractor hereby certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Countries of Sudan or Iran.

8.3 Non-collusion, Employment and Debarment:

By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:

8.3.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and

8.3.2 It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

8.4 Disclosure:

If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.

8.5 Disqualification:

The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

9.0 Award of Contract:

9.1 Number or Types of Awards:

Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.

9.2 Waiver and Rejection Rights:

Notwithstanding any other provision of the solicitation, the County reserves the right to:

9.2.1 Waive any immaterial defect or informality;

9.2.2 Reject any and all bids/offers or portions thereof; or

9.2.3 Cancel a solicitation

10.0 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

11.0 Protests:

A protest shall be in writing and be filed with the Board of Supervisors before the bid/offer due date. A protest of a proposed award or an award shall be filed within five (5) days of the Contract award or within five (5) working days of the mailing of the notice of award, whichever is later. A protest shall include:

11.1 The name, address and telephone number of the protestor;

11.2 The signature of the protester or its representative;

- 11.3 The name and number of the solicitation that is being protested;
- 11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 11.5 The form of relief requested.

12.0 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- 12.1 Special Terms and Conditions
- 12.2 General Terms and Conditions
- 12.3 Specifications or Scope of Work or Services
- 12.4 Documents referenced in the solicitation
- 12.5 Special Instructions to Bidders/Offerors
- 12.6 General Instructions to Bidders/Offerors

PART THREE

SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Bidder/Offeree's Contacts:

- 1.0** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Angela Pancrazi Moreno, County Treasurer, or Maria Parrott, Chief Deputy Treasurer at (928) 539-7792. The bidder/offeree shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Treasurer as a contact.
- 1.2** Bidders/offerees may not contact the employees of the using agency concerning this solicitation while the bid/proposal evaluation process is in progress.

2.0 Pre-bid/Proposal Conference:

A pre-bid/proposal conference will not be held.

3.0 Bid/Proposal Format:

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

3.1 In order to be considered for evaluation, the Proposer must submit the Proposal packet with the following completed as directed::

- 3.1.1** The Proposal Form
- 3.1.2** The Form of Agreement completed as described in Part Seven
- 3.1.2** The Proposal in the format as described in Section 4 below

4.0 Proposal Structure:

For convenience of review, please structure the proposal as follows:

4.1 Institution's Qualifications and Experience:

Provide information regarding the firm. Company history and financial history should be provided. This shall include the most recent Annual Report, most current bank rating, and copies of all agreements

Include at least three (3) references for contracts of a similar size and scope and include a minimum of the following information:

- Name and mailing address of the organization. Provide the type and size of the organization and the number of years in operation.
- Name, title, and telephone number of a contact person who is currently employed by the organization.

4.2 Key Personnel:

Identify the capability of the firm to perform and manage the account(s) both technically and administratively. Include the following:

- An organization chart specific for the project. Identify all key account personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Resumes of staff members who will be working on this account
- Provide copies of proof of any necessary licensing or certification for all personnel who will be working on this account.
- Indicate the time period prior to award that all key personnel will be available as proposed and the likely staff assignments if the award is delayed past the stipulated period.

Yuma County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service.

4.3 Methodology:

Describe in detail how banking services as listed in the Scope of Work will be provided even if they do not appear below. Include any other services that might be beneficial to the County but would not increase the overall cost to the County. Answer in detail the following questions:

4.3.1 Account Structure and General Information:

1. What is the institution's time schedule for mailing insufficient funds notices and return items to customers?
2. Does the institution intend to discontinue offering any of the services identified in the Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. List the options that will be available to provide for this service.
3. Does the institution have current plans to add or remove branches within the County during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service should be available?
4. Has the firm entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the County? Will there be any change in location for services provided? Where will the headquarters be located?
5. What is the institution's basis for charging for cash deposited?

4.3.2 Zero Balance/Controlled Disbursement Account information and ACH Capabilities:

1. What is the institution's availability of presentment policy for customer checks?
2. Describe the institution's methods for processing ACH transactions and identify the deadlines for processing these transactions. What is the institution's policy on prenotification? What media types and transmission methods are available? Are one and two day file effective date capabilities available?
3. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to the institution?
4. When would the direct deposit ACH file have to be received by the institution in order to have funds available to participating employees on Thursdays of payroll week? Indicate specific date and time information when identifying deadlines.
5. Does the institution have a backup plan in place in order for the County to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?
6. Does the institution provide for ACH processing of vendor payments? If so, describe the process.

4.3.3 Savings Accounts:

1. Describe the interest bearing account options.

4.3.4 Monthly Analysis Reporting and Service Charge:

The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. Include a sample monthly analysis with the proposal response.

1. When are the institution's account analysis statements available?

4.3.5 Deposit Collateral Requirements:

Describe the method of calculation of the required amount collateral, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

4.3.6 Armored Car Services:

1. Does the institution provide armored car services? What times and locations are available for pickup?
2. Does the institution's designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

4.3.7 Merchant Credit Card Services:

1. Describe the institution's automated settlement process.
2. Does the institution accept debit card payments as part of its merchant credit card services?

3. What terminals or equipment would be necessary to process credit card and/or debit card transactions through the institution? What setup time is required for the equipment? Are there any start-up fees? Is training available for use of the equipment? Indicate the fees or service charges for use of any required equipment on the fee schedule.
4. Would one designated contact person be assigned to handle the County's merchant credit card services and all concerns, inquiries, and research requests? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
5. If no designated contact person would be assigned to the County's merchant credit card services, how would customer declines, vendor disputes, and research inquiries be handled by the institution?
6. Does the institution's merchant services processing have the ability to accept transactions from all financial institutions such as credit unions and savings and loan organizations? If no, describe any limitations.
7. Does the institution's merchant services processing have the ability to accept credit card payments charging the fee to the payer instead of the County, in the case of property tax payments?

4.3.8 Investments, Securities Clearance and Safekeeping Services:

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?
4. What are the institution's provisions for sweeping of accounts overnight into an authorized Money Market Fund which is SEC registered? As the County must approve the money Market Fund to be used, include a money market fund prospectus.

4.4 Schedule:

Provide a proposed schedule for execution of the work within the overall time frame specified. It shall clearly demonstrate the required phasing of the work. Include regularly scheduled meetings with the County's Authorized Representative(s) for review of work in progress.

4.5 Price Proposal:

Provide a detailed listing of all fees for the services listed in Section 4.0 Methodology and any and all services described in the Scope of work.

5.0 Evaluation Criteria:

The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.

CRITERIA

MAXIMUM POINTS

5.1	Ability to meet the service and technical needs of the County	35 points
5.2	Proven skills and technical competence	25 points
5.3	Overall cost of service	20 points
5.4	Firm's personnel assigned to the account(s)	10 points
5.5	Quality and completeness of Proposal	5 points
5.6	References	5 points
Total		100 points

6.0 Discussions and Selection:

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely to be selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

- 6.1 The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offer's best terms from a cost of price and technical standpoint. There will be no Best and Final Offers.
- 6.2 Proposals are accepted by the County with the responders complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

PART FOUR
SCOPE OF WORK

1.0 Background:

The Yuma County Board of Supervisors is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2015, through June 30, 2018. The contract may be extended by two one-year periods contingent upon agreement by both parties. The Contractor shall be notified in writing of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

The Board of Supervisors, serving as the Board of Deposit, will determine the successful offeror in the manner required by statute. Only those proposals which conform to the specifications set forth in the "Treasurer's Requirements from the Servicing Bank" and which are responsive to all matters included in this request shall be considered. It is the intent of the Board of Deposit to designate the most responsive and responsible proposer who best meets the County's needs as the servicing bank. Determination of the responsive and responsible proposer who best meets the County's needs shall be based upon the Criteria of Evaluation as listed in Part Three Section 5, including but not limited to the following:

- Bank experience
- Bank personnel assigned to account
- Response to the Scope of Work
- References
- Bank services fee schedule
- Additional data – most recent annual report, most current bank rating and copies of all agreements

However, the Board of Deposit reserves the right to reject any or all proposals, to award separate contracts for bank services and for registering warrants, or extending a line of credit, and to waive any informalities in the proposals.

2.0 Definitions:

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the Treasurer will determine the applicable interpretation.

3.0 General Requirements for Yuma County Treasurer's Office:

The servicing bank will be required to act as the principal depository and banking agent for the Yuma County Treasurer's Office. In such capacity the servicing bank will be required to handle the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Yuma County Treasurer. The servicing bank is not authorized to debit or credit County accounts for supplies or corrections without prior notification and authorization by an account signatory.

3.1 Deposits:

The County Treasurer receives and deposits, on an annual basis, in excess of \$700,000,000.

These deposits are in the form of cash, checks, warrants, drafts, direct deposits, electronic funds transfers and incoming wire fund transfers.

Those checks written on the servicing bank shall be deemed to be collected funds for the purpose of investments immediately upon deposit. In the event that the bank may propose a different treatment for other checks, this shall be specified in the proposal. This treatment will be considered in the cost analysis of the proposal, if the bank proposes that such funds not be immediately available for deposit.

Should deposits be received by direct wire or electronic funds transfers, notification to the Office of the Treasurer shall be given the same day not later than 12:00 noon. Written notification of deposit shall be given by the following day.

Written notification to the Office of Treasurer shall be given on all deposit corrections, regardless of the dollar amount.

The Treasurer's Office also requires that a unique location number be issued for each county entity in order that each deposit can be identified.

Reflecting the low interest on investments and the low "earnings credits" given by banks on deposits during the past few years, it has been the practice of the Office of the Treasurer to not leave large balances in the accounts at the existing servicing bank. The investments of the County have historically been through the LGIP managed by the Treasurer of the State of Arizona and through Davidson Fixed Income. When the Treasurer's Office receives notification (via secured internet) the Treasurer's Office looks at the balances in each account around 8:00 A.M. each day that funds are required in the account(s), the Treasurer's Office typically deposits, or wires funds from the State's LGIP to bring the account balance at the bank to a positive balance. The Treasurer's Office expects to continue this banking practice under the new banking services contract.

3.2 Disbursements:

The County Treasurer disburses over \$700,000,000.00 during the fiscal year, which is represented by approximately 14,000 checks. Checks will only be honored one year from the date of issue. Stop payment orders will remain in effect on all canceled checks.

3.3 Collateral:

The servicing bank will be required to comply with the collateral requirements for public depositories as state in A.R.S. 35-323 as well as all other requirements specified by the Arizona Statutes for servicing banks. The servicing bank shall be required to notify the County Treasurer of their method of calculating the required amount of collateral, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

3.4 Statements:

To facilitate the bookkeeping for the Treasurer's Office, the servicing bank shall provide a weekly statement, including canceled checks and deposit slips for each week's business, showing all activity on the accounts.

3.5 Warrants and Warrant Processing:

Warrants drawn against the County Treasurer average approximately 200,000 per year and are payable through the servicing bank. They are MICR encoded with the servicing bank's transit number, warrant account number, warrant number, fiscal year and County fund codes. The servicing bank pays for these warrants on the same basis as they pay for checks drawn against the bank. The average daily total of warrants is approximately \$1,000,000.

The actual physical warrants and printouts, which correspond to the online information, must be delivered daily, no later than 10:00 AM, local standard time, to the County Treasurer.

All rejected or missing warrant items will be reconciled immediately. To aid in the reconciliation the servicing bank will provide the County Treasurer with a direct contact person in the bank department responsible for the preparation of the computer file and printouts.

New County fund numbers shall be added as needed. Fiscal and calendar years shall be changed automatically and in a timely manner.

The servicing bank will be required to process and present to the County Treasurer all warrants issued prior to July 1, 2018, but which remain outstanding at the expiration of the agreement.

If the bank proposes that a reserve account for this activity be maintained, the requirements of the reserve shall be specified in the proposal and be considered as a cost of service. The Treasurer requests collected funds and earnings credits on any such account to be applied to the analysis to offset the bank charges.

The servicing bank is not required to register warrants in connection with these banking services. If the bank proposes to register warrants, it shall state the amount of interest that will be charged and any limits or restrictions on such registration or redemption. The County reserves the right to make a separate contract for registering warrants or credit line.

Registered warrants will be accepted by the bank the next day after delivery of warrants in the event the Treasurer is unable to process all registered warrants on the day received.

3.6 Line of Credit:

Yuma County requests a credit line of \$10,000,000.00.

If the bank anticipates agreeing to extend a revolving line of credit, it is requested to state the terms, conditions, limits applicable rates for such a credit line and list the process and time line to increase a credit line, if necessary. When the Treasurer makes a payment on a line of credit and pays the amount of interest quoted, no additional interest will be charged due to the bank's failure to post the payment on the correct day. The servicing bank shall be required to adjust all errors regardless of the amount. A monthly statement will be required by the 5th working day of the following month for all county accounts other than the daily statement of the servicing bank account.

3.7 Electronic Funds Transfers:

The increased demand for Electronic Funds Transfers (EFT) makes it necessary for the Treasurer to remit various payments both by debit and/or credit EFTs. The servicing bank will be required to arrange these transfers. The Treasurer also receives EFT deposits. The servicing bank is required to provide same day notification of all EFT deposits and copies of all addenda information accompanying each EFT deposit. Separate accounts may be required to clear EFTs, sure pay and related corrections.

3.8 Data Processing Requirements:

An automated system of processing warrants shall require the servicing bank to capture essential warrant information (auxiliary field for identification and amount field) from the magnetic ink encoding on the warrants. The Yuma County Information Technologies Department requires this information in synchronous transmission format daily. The Yuma County Treasurer requires a list of this file and the warrants sorted into the same sequence (auxiliary field). Specifications for the servicing bank contract shall include the computer file transmission, report and sorted warrants. Technical data as they relate to the aforementioned specifications are as follows:

3.8.1 Transmission Requirements:

Secure online access to download bank file transmitted over IP, and encrypted with industry standards, as well as having the capability to work through web proxies.

3.9 Bank Services:

Costs shall be paid, to the extent possible, from accruing credit. All remaining earnings shall be carried forward during the remaining term of the contract, with any excess accrued earnings paid to the County at the end of the contract term. Account maintenance, including debiting and crediting of the account and distributing funds, is required. Various other functions may be considered for inclusion in the contract at the County's option on cost and need. These may include but not be limited to the following:

- Printing and production of checks, warrants, and deposit slips
- Currency and coin purchases
- Wire transfer of funds
- Electronic transfer of funds
- Overnight repurchase agreement investments
- Computer information interchange services
- Transportation of County items
- Armored car services
- Sure pay service
- Issuance of cashier's checks, drafts and domestic or foreign payment orders
- Security clearing and safekeeping service
- Electronic stop payments

The servicing bank must specify each and every proposed requirement for reserve accounts, float accounts, non-interest bearing CDs or any limitation on the use of funds that would be required in connection with the services proposed.

The servicing bank will provide access to their databases online.

3.10 Investment Services:

The County requires overnight investment daily. Sweep accounts will not be considered due to ARS restrictions. The servicing bank must provide short term investment options. The County also periodically invests directly in Treasury bills, Government Agencies, Repurchase Agreements, and Certificates of Deposit. The amount invested is determined by the County Treasurer's staff on a daily basis by notifying the Investment Department.

3.11 Sure Pay Services:

The County reserves the right to make a separate contract for sure pay services.

3.12 Merchant Card Services:

County Departments desire to accept credit and debit cards at several locations. The County would require terminals, a monthly break down of transactions by location and a merchant account that deposits to the servicing account nightly. All fees must be stated and balancing method identified in the proposal.

PART FIVE
SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**
Bids shall be opened publicly and recorded.
- 1.2 Proposals:**
The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 3.0 Award of the Contract:**
The Board of Supervisors will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County.
- 4.0 Effective Date of Contract:**
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**
The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**
The term of the Contract shall be from July 1, 2015 through June 30, 2018.
- 7.0 Renewal of the Contract:**
Upon written agreement of both parties at least sixty (60) days prior to each Contract anniversary date, the Contract may be renewed for a period of one (1) successive one-year period(s) under the same prices, terms, and conditions as the original Contract. The total number of renewal years permitted will not exceed two (2).
- 8.0 Confidential Information:**
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Board of Supervisors should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 9.0 Suspension or Debarment Status:**
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.
- 10.0 Intergovernmental Purchasing Agreements:**
Yuma County has entered into Interactive Purchasing Agreements with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Contractor to whom this Contract is awarded may be requested by other parties to said Interactive Purchasing Agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this Contract, pursuant to the terms and conditions stated therein.
- 11.0 Minimum Requirements:**
Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.
- 12.0 Failure to Deliver:**
In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

13.0 Insurance:

The Contractor agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

13.1 The Contractor will present to the County within ten (10) days of Notice of Award written evidence (Certificate of Insurance) of compliance with all requirements listed. Said evidence will be to the County's satisfaction.

Coverage Afforded	Limits of Liability
Worker's Compensation	Statutory
Commercial General Liability to Include Automobile Bodily Injury & Property Damage	\$1,000,000 each occurrence and annual aggregate

14.0 Non-exclusive Contract:

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Yuma. The County reserves the right to obtain like services from another source when necessary.

15.0 Price Adjustment (Annual):

The County Board of Supervisors may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested price increase or an alternate option is in the best interest of the County.

The Contractor shall offer the County a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the County.

PART SIX
GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeree certifies:

- 1.1** The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2** The Bidder/Offeree shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3** The Bidder/Offeree has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4** The Bidder/Offeree agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

2.0 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

4.0 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Yuma County Purchasing Policy, are a part of this document as if fully set forth herein.

5.0 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 et al.

6.0 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms, conditions and other requirements set forth with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Yuma and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

8.0 Provisions Required By Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

9.0 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written the parties to this Contract receive notice from the County, unless the notice specifies a later time.

- 9.1** This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this

contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

- 9.2** The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten- (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

- 9.2.1** Contractor provides personnel who do not meet the requirements of the contract;
- 9.2.2** Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;
- 9.2.3** Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
- 9.2.4** Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- 9.2.5** Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

12.0 Interpretation - Parol Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Yuma County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the even of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Protests:

Protests shall be filed and shall be resolved in accordance with A.R.S. Title 41, Chapter 23, Article 9. A protest shall be in writing and shall be filed with the Board of Supervisors. A protest of a solicitation shall be received at the Board of Supervisors before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:

- 16.1** The name, address and telephone number of the protester;
- 16.2** The signature of the protester or its representative;
- 16.3** Identification of the Purchasing Agency and the solicitation or contract number

16.4 A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

16.5 The form of relief requested.

17.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

18.0 Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

18.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

18.2 is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

19.0 Overcharges by Antitrust Violations:

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20.0 Force Majeure:

20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

20.1.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

20.1.2 Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

20.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21.0 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

22.0 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

- 23.0 Advertising:**
Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.
- 24.0 Exclusive Possession:**
All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Yuma and shall not be used or released by the Contractor or any other person except with prior written permission of the County.
- 25.0 Title and Risk of Loss:**
The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 26.0 Liens:**
All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.
- 27.0 Payment:**
A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.
- 28.0 Licenses:**
Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.
- 29.0 Preparation of Specifications by Persons Other than County Personnel:**
All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 30.0 Cost of Bid/Proposal Preparation:**
The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 31.0 Public Record:**
All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification, as provided by the Yuma County Purchasing Policy.
- 32.0 Payment by the County:**
Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the County may terminate the contract period for the service at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
- 33.0 Independent Contractor:**
The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Yuma County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.
- 33.1** The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

PART SEVEN

FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Contractor**". **Do not fill in the date.**

1.1 Return the completed Form of Agreement with the proposal packet.

YUMA COUNTY

and

This Contract is made between the County of Yuma, State of Arizona (the County) whose Authorized representative is:

Angela Pancrazi Moreno, Treasurer
Yuma County Office of the Treasurer
410 Maiden Lane, Suite C
Yuma, Arizona 85364

and the Contractor, whose complete name, address and Authorized Representative are:

The County and Contractor agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Yuma County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Yuma County unless a different date is stated below:

As specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____ 2015.

CONTRACTOR:

APPROVED BY:
YUMA COUNTY
BOARD OF SUPERVISORS

Authorized Signature

Print Name and Title

Russell McCloud, Chairman

ATTEST:

Robert L. Pickels, Jr.
County Administrator/Clerk of the Board